

AGREEMENT TO PROVIDE SCHOOL MEALS

Agreement between <name of school> hereafter referred to as the “Sponsor”, and <name of school> hereafter referred to as the “District”, do hereby enter into the following agreement:

A. Title of Agreement

The title of this Agreement is the School Lunch Program.

B. Purpose of Agreement

To enable the District to provide catered meal service to the students and staff of the Sponsor according to the District’s school calendar.

C. Duration of Agreement

This agreement shall be in effect for the <insert school year>. It may be renewed on an annual basis if mutually agreeable terms are reached, unless terminated pursuant to paragraph E.

D. Conditions of Agreement

1. District will sell meals to all eligible students of the Sponsor in accordance with established procedures of the District.
2. Meals are to be prepared at the District site by the District.
3. Sponsor will provide free and reduced applications to the families of the Sponsor and will be responsible for verification. The Sponsor will be responsible for filing claims with the Arizona Department of Education for federal reimbursement.
4. Record keeping for Federal Reimbursement will be the responsibility of the Sponsor including required edit checks.
5. Cafeteria equipment provided by the District shall remain the property of District.
6. Cafeteria equipment provided by the Sponsor shall remain the property of the Sponsor.
7. Sponsor will call in a meal count by <insert time> and pick up the meals at the District site.
8. All furnishings, equipment, and service areas are to be maintained by the Sponsor, in compliance with the Arizona Health Department.
9. District will provide lunch at a cost of <insert amount> per meal to the Sponsor. In addition, if the Sponsor agrees to provide USDA commodities to the District a perpetual inventory record shall be maintained and submitted to the Sponsor on a monthly basis. The District shall reduce the price of the meals by the assessed value of commodities established by USDA for the current school year. Price reductions shall be itemized on the invoice as a credit to the Sponsor. Freight charges or excess storage fees may be included as an additional charge if payable by the District. All commodities shall be the property of the Sponsor until used <delete if not applicable>.

10. Sponsor is responsible for providing a clean and sanitary environment for the meal service and for ensuring that all state and federal regulations regarding obtaining permits and the handling of food are followed at its site.
11. Sponsor will be responsible for providing staff to oversee meal service and clean up of the serving area.
12. District will maintain all records to validate production of meals required to obtain reimbursement of federal funds in accordance with applicable federal and/or state regulations.
13. On days when the District schools are closed, they will not provide lunches to the Sponsor. Moreover, it is the responsibility of the Sponsor to notify the District of any concurrent school closures.
14. Nothing in this agreement is intended to impair any statutory or common law right to indemnity that either party may have.
15. The District will bill on a monthly basis to the Sponsor by the <insert day> of each month. If the District does not receive payments for the meals provided, it shall terminate this Agreement.

E. Provisions For Termination Of This Agreement

Either party may cancel this agreement without cause by providing written notice of intent to terminate 30 calendar days in advance.

F. Amendment To The Agreement

This agreement may be amended at any time with the mutual written consent of both parties.

G. Effective Date

This agreement shall be recorded with <insert County name> Recorder's Office and shall become effective on the date provided herein.

H. Certification of Contracting Parties

Each party certifies that the undersigned has been authorized to enter into this agreement by its Governing Board. This agreement may be cancelled by either party for conflict of interest pursuant to A.R.S. Section 38.511.

Superintendent or Designee (Sponsor)

Superintendent or Designee (District)

Date

Date